

TC

54480

Vol. 178 Page 19570

Klamath Falls, OR 97601  
PRO WASH 215641THIS INSTRUMENT WITNESSETH: That **EVERETT BARKER**

H.E. BARKER

of the County of **Klamath**, State of **Oregon**, for and in consideration of the sum of  
**ONE THOUSAND NINE HUNDRED FIFTY-NINE & 04/100** Dollars (\$1959.04), to him  
 in hand paid, the receipt whereof is hereby acknowledged, he has granted, bargained, sold and conveyed, and  
 by these presents does grant bargain, sell and convey unto **JAMES LANE and JOHN HEITSMITH**

of the County of **Klamath**, State of **Oregon**, the following described premises situated in **Klamath** County, State of  
**Oregon**, to-wit:

**Lot 8, Block 61, NICHOLS ADDITION to the City  
 of Klamath Falls, Oregon.**  
**SUBJECT to prior liens, mortgages and encumbrances  
 of record.**

No Commission paid to 1-12-80

WITNESSETH MY HAND

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office

Notary Public for the State of Oregon, my commission expires on the 1st day of January, 1981.

Witness my hand and seal of office this 1st day of August, 1978, at Klamath Falls, Oregon.

COMMISSION OF KIAMATH

21516 OF OREGON

Notary Public for the State of Oregon, my commission expires on the 1st day of January, 1981.

Notary Public for the State of Oregon, my commission expires on the 1st day of January, 1981.

Together with the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining.  
 To have and to hold the same with the appurtenances, unto the said **JAMES LANE and JOHN HEITSMITH**,

their heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of **ONE**  
**THOUSAND NINE HUNDRED FIFTY-NINE AND 04/100** Dollars  
 (\$1959.04) in accordance with the terms of that certain promissory note of which the  
 following is a substantial copy:

\$1,959.04 Klamath Falls, Oregon, August 30, 1978  
 On demand after date, I (or if more than one maker) we jointly and  
 severally promise to pay to the order of **JAMES LANE and JOHN HEITSMITH**  
 at **Klamath Falls, Oregon**,  
**ONE THOUSAND NINE HUNDRED FIFTY-NINE AND 04/100** DOLLARS,  
 with interest thereon at the rate of **8** % per annum from date hereof until paid; interest to be paid  
 immediately due and collectible. Any part hereof may be paid at any time. If this note is placed in the hands of an attorney for collection, I/we  
 promise and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; if a suit or  
 an action is filed, the amount of such reasonable attorney's fees shall be fixed by the court or courts in which the suit or action, including any  
 appeal therein, is tried, heard or decided.  
 Funds to be paid upon sale of the house  
**634 N. 11th Street, by Chuck Fisher & Associates.**  
**E.W.B.** **Everett Barker**  
**s/ EVERETT W. BARKER**

